

November 6, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT TO PROVIDE DEPARTMENT-WIDE
TEMPORARY CLERICAL SERVICES FOR THE PROBATION DEPARTMENT
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached contract with PDQ Personnel Services, Inc., for the provision of temporary clerical services for the Probation Department at an estimated annual cost of \$200,000, for the period of January 12, 2004 through January 11, 2005, with an option to renew for four (4) additional one (1) year periods.
2. Instruct the chair, Board of Supervisors to sign the attached contract.
3. Delegate authority to the Chief Probation Officer to execute modifications to the contract not exceeding ten percent (10%) of the total contract cost and/or 90 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain Board approval of a contract (Attachment I) with PDQ Personnel Services, Inc., for temporary clerical services for short-term, intermittent assignments (up to a maximum of ninety [90] business days or 720 hours) on a department-wide basis to the Probation Department.

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Probation has utilized contracted temporary clerical services since October 14, 1986. The current contract is scheduled to expire on January 11, 2004. Approval of the proposed contract will enable the Department to continue receiving temporary skilled typist, transcriber typist and word processor services for short-term, intermittent assignments (up to a maximum of ninety [90] business days or 720 hours), while continuing to recruit permanent County positions.

This contract will commence January 12, 2004, following approval by your Board. The term of this contract shall be for an initial twelve (12) month period, with an option to renew for four (4) additional twelve (12) month periods.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan Workforce Excellence Goal #2 and Organizational Effectiveness Goal #3. Implementation of the recommendations will enable the reduction for the need for paid overtime to perform clerical and transcribing functions necessary to meet critical departmental deadlines.

FINANCIAL IMPACT/ FINANCING:

The estimated contract cost for the first year is \$200,000. Adequate funds are provided in the FY 2003/2004 Budget for the Probation Department to finance the contract payments. The contract includes provisions for Non-Appropriation of Funds and Budget Reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since October 14, 1986, Probation has contracted temporary clerical and transcriber typist services, pursuant to California Government Code Section 31000. Probation has a need to continue utilizing these services due to attrition (resignations, retirements, or long-term illnesses) of County employees and periods of peak workload demands until permanent County employees can be recruited to fill vacant clerical positions.

Approval of the proposed contract will not replace County employees, but will reduce the need for paid overtime to perform clerical and transcribing functions necessary to meet

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critical departmental deadlines. Probation consistently works to reduce the number of temporary employees by filling the vacant positions with permanent County employees.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract.

In accordance with the Chief Administrative Office memorandum dated October 6, 1997, the contract contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract is Non-Prop A. Consequently, there are no departmental employee relation issues and the contract will not result in a reduction of County services.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, the contract contains County requirements regarding contractor non-responsibility and debarment.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract dates.

In accordance with the recently adopted Employee Jury Service Program, the contract contains County requirements regarding the provision of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was conducted. Through the solicitation and competitive negotiation process, approximately one hundred and sixty (160) letters were sent to service providers and advertisements were run in the Los Angeles Times, Eastern Group, the Los Angeles Sentinel, and the Los County's Office of Small Business web site (Attachment II). The evaluation factors listed in the RFP included financial consideration, plan for providing required services, quality control plan and experience and capability. As a result, twenty-five (25) potential providers requested copies of the RFP, twenty-one (21) potential providers attended the mandatory bidder's conference, and seven (7) proposals were received for the required services. These proposals were submitted by Apple One Employment Services, Corestaff, Helpmates, Kimco, Onstaff, PDQ Personnel Services, Inc., and Spherion.

The proposals were first reviewed using an initial screening "pass/fail" process to determine which proposals would be evaluated. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by Corestaff and Onstaff were not evaluated because they did not pass the initial screening process. The proposals submitted by Apple One Employment Services, Helpmates, Kimco, PDQ Personnel Services, Inc., and Spherion were objectively evaluated by an Evaluation Committee made up of Probation staff. PDQ Personnel Services, Inc., submitted the lowest evaluated price and was rated as the most responsive proposal to the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will enable the Probation Department to meet critical Departmental deadlines while continuing to recruit for permanent County personnel.

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It is requested that the Executive Officer, Board of Supervisors, forward a copy of the executed contract to the following: Probation Department, 9150 E. Imperial Hwy., Downey, CA 90242, Attention: Yolanda Young, Contracts & Grants Mgmt. Division, and PDQ

Personnel Services, Inc., 5900 Wilshire Blvd., 4th Floor, Los Angeles, CA 90036, Attention:
Janet C. Ault, President and CAO.

Respectfully submitted,

RICHARD SHUMSKY
Chief Probation Officer

RS:lm

Attachments (2)

C: Chief Administrative Officer
County Counsel

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

CONTRACT TO PROVIDE
DEPARTMENT-WIDE
TEMPORARY CLERICAL SERVICES

JANUARY 12, 2004-JANUARY 11, 2005

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**CONTRACT TO PROVIDE
TEMPORARY CLERICAL SERVICES
TO THE PROBATION DEPARTMENT ON A
DEPARTMENT-WIDE BASIS**

This contract is made and entered into this _____ day of _____, 2003, by and between the County of Los Angeles (hereafter "COUNTY") and PDQ Personnel Services, Inc., located at 5900 Wilshire Boulevard, Suite 400, Los Angeles, California 90036, hereafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the Los Angeles County Probation Department has a need for qualified skilled typists, transcriber typists and word processors on a temporary basis, for short-term, intermittent assignments (up to a maximum of ninety business days); and

WHEREAS, COUNTY is authorized under California Government Code Section 31000 to obtain temporary help to assist COUNTY agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing the required services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for provision of such services and based upon competitive negotiation, CONTRACTOR has been selected for recommendation by the Chief Probation Officer for award of such contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable considerations, the parties hereto agree as follows:

INTRODUCTION

This document is a contract to provide temporary clerical services for the Los Angeles County Probation Department at any of its work locations.

The CONTRACTOR(s) is expected to provide the most efficient and economical service by providing qualified skilled typists, transcriber typists and word processors on a temporary basis, who will be available for short-term, interim assignments (up to a maximum of ninety

[90] business days). The CONTRACTOR is a company whose major function is to provide reliable staffing services, and demonstrates and accepts the responsibility to ensure operations run smoothly. These services include, but are not limited to, typing, filing, operating a computer, meeting and handling the public, and answering telephones.

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PART A: PERFORMANCE WORK STATEMENT

1.0 GENERAL

Scope of Work

The CONTRACTOR shall provide experienced individuals to perform complete typing/clerical duties needed for the Probation Department at any of its work locations; on a temporary basis (up to a maximum of ninety business days per individual) to any of its locations. The COUNTY guarantees no minimum usage. The COUNTY shall nevertheless procure some services hereunder in each year that the contract is in effect. Individuals shall possess the skill requirements level listed below and as described in Attachment B.

2.0 SPECIFIC TASKS

A sample of the types of functions and duties, which the Probation Department may require, are as follows:

2.1 Skilled Typist

The skilled typist shall be able to use personal computers and standard electric typewriters, typing rough/clear drafts with correct spacing, balance and uniformity for neat appearance of completed copy; setting up simple tabulations and recording daily production; utilize Word and Excel for Windows, and Spreadsheets. That includes typing court reports and/or forms with correct spelling and punctuation, correspondence, envelopes and making corrections as required. CONTRACTOR'S employees must have experience in general typing with the necessary minimum typing speed of forty (40) net strokes per minute.

2.2 Transcriber Typist

The transcriber typist shall possess the skills as stated above for the skilled typists, and, in addition, must be able to operate voice reproducing machines to transcribe court reports and other materials dictated on tape that must be transcribed into typewritten form.

2.3 Word Processor

The word processor shall possess the same skills as stated above for the skilled typists, and, in addition, must have one year's secretarial, stenographic or specialized clerical typing experience, three months of which must have been in the operation of word processing equipment. The three months' experience in the operation of word processing equipment may be substituted by successful completion of at least three units in community college course work operating electronic text-editing word processing equipment; or successful completion of at least forty (40) hours of business school or adult education training operating electronic text-editing word processing equipment to produce typed copy.

2.4 Delivery

CONTRACTOR will provide temporary personnel services within twenty-four (24) hours after receipt of the order; however, if the required number of personnel has not arrived within forty-eight (48) hours, the COUNTY reserves the right to cancel the order and purchase the services from other sources. COUNTY also reserves the right to bill CONTRACTOR(s) for any excess costs for similar services acquired by COUNTY from other sources.

2.5 Overtime

Overtime (as defined by California's Industrial Welfare Commission) is allowable only with prior authorization by the designated Probation Department representative.

2.6 Bonding

Employee bonding is required. CONTRACTOR will be responsible for furnishing insurance certificate or proof of coverage.

2.7 Assignment of Unqualified Personnel

The COUNTY reserves the right to require any personnel of CONTRACTOR assigned to COUNTY to take an on-site performance test to determine typist skills. In the event CONTRACTOR'S personnel do not meet the minimum typist standards, CONTRACTOR shall immediately replace personnel within twenty-four (24) hours with personnel possessing the required skills. The COUNTY shall not be charged by CONTRACTOR for the services of the employee(s) replaced.

2.8 Self Monitoring Reports

CONTRACTOR shall prepare at the end of each month informational reports that indicate the level and type of services rendered to COUNTY. CONTRACTOR shall forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

- 2.9 CONTRACTOR shall perform to the standards in Attachment C, Performance Requirements Summary.

3.0 PERSONNEL

3.1 Key County Personnel

3.1.1 COUNTY's Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who has full authority to act for COUNTY in all matters connected with this contract and consistent with the provisions contained herein.

- 3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information, operations, and procedural requirements.

- 3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 22.0.

- 3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

- 3.1.5 COUNTY reserves the right to have Contract Manager or designated alternate interview any or all-prospective employees of CONTRACTOR.

3.2 Key Contractor Personnel

3.2.1 CONTRACTOR'S Project Director

The CONTRACTOR Project Director shall be Frankie Fields, Senior Client Services Manager. The Project Director, or an approved alternate, shall be assigned locally Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M., excluding all holidays and available for telephone contact twenty-four (24) hours a day. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

- 3.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.
- 3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.
- 3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 A.M. to 5:00 P.M., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 3.2.5 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in providing temporary clerical services.
- 3.2.6 The Project Director and alternate(s) must be able to read, write, speak and understand English.
- 3.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

3.3 Other CONTRACTOR Personnel

- 3.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)

- 3.3.2 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.
- 3.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California (refer to Attachment M).
- 3.3.4 The CONTRACTOR shall insure that by the first day of employment, all persons with access to adult and juvenile records and arrest information have signed an acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Attachment D)
- 3.3.5 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.
- 3.3.6 All persons working on this contract must have signed an Employee Acknowledgement of Employer Form (Refer to Attachment E).
- 3.3.7 The CONTRACTOR shall not employ any person twenty (20) years of age or younger for positions within the confines of a juvenile facility.
- 3.3.8 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.

3.4 CONTRACTOR'S Security Requirements

- 3.4.1 Employee security identification badges, including photograph and physical description of subject employee, will be required at CONTRACTOR'S expense.
- 3.4.2 CONTRACTOR'S employees are subject to reasonable dress codes when assigned to COUNTY facilities; must conduct themselves in a reasonable manner at all times and must not cause any disturbance; and are otherwise subject to all rules and regulations of the facility.

3.4.3 The CONTRACTOR shall immediately report to the clerical supervisor of the facility any accidents and/or loss of equipment and supplies.

3.5 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

3.5.1 When personnel are needed for a job with public contact, the Contract Manager may, at his or her sole discretion, direct the CONTRACTOR to replace any of the clerical personnel the CONTRACTOR has provided who the Contract Manager determines has performed acts during the performance of their job which are inimical to the public or Probation clientele or which otherwise make it inappropriate for such persons to be in contact with the public or Probation clients.

3.6 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Paragraph 34.0.

3.7 Employee Benefits and Acknowledgment of Employer

3.7.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR employed by first day of employment (Refer to Attachment E). The CONTRACTOR'S original acknowledgment and a copy must be filed, within five (5) business days of employment, with the County of Los Angeles, Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, CA 90010.

3.7.2 COUNTY shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

3.8 Employee Criminal Records, Notice and County Approval

CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 3.8.1 through 3.8.7. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of the monitoring report shall receive prior written approval from Probation.

- 3.8.1 No personnel employed by the CONTRACTOR for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial, unless such information has been fully disclosed, and employment of the employee for this service is approved (in writing) by the Probation Department.
- 3.8.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.
- 3.8.3 COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 3.8.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or with the last three (3) years.
- 3.8.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or pending criminal trial to the Probation Department.
- 3.8.6 The CONTRACTOR shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 3.8.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

3.9 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

3.10 Consideration of GAIN/GROW Participants for Employment

Should CONTRACTOR require additional or replacement personnel or other position for which applications are being accepted after the effective date of this contract, CONTRACTOR shall give appropriate consideration (in conjunction with Section 3.9 above) for any such position(s) to qualified persons referred to CONTRACTOR through the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to Section 3.9 above. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

As a threshold requirement for consideration for contract award, CONTRACTORS shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, CONTRACTORS shall attest to a willingness to provide employed GAIN/GROW participants access to assist these individuals in obtaining permanent employment and/or promotional opportunities. CONTRACTORS who are unable to meet this requirement shall not be considered for this award.

CONTRACTORS shall complete and return the form, "Attestation of Willingness to Consider GAIN/GROW Participants, "Attachment T", hereunder, with their contract.

3.11 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside Part A, PERFORMANCE WORK STATEMENT, of this document without the prior written approval of the COUNTY in accordance with Attachment A, Section 22.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.12 Approval of Subcontractors

Any use of subcontractors must be in compliance with Attachment A, Standard Terms and Conditions, Section 15.0 of this contract. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

3.13 Records and Audits

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all payments made by the COUNTY to the CONTRACTOR. CONTRACTOR shall preserve and make available records until the expiration of five (5) years from the date of final payment to COUNTY under this contract.

3.14 Notice to Employees Regarding the Federal Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment F).

4.0 **PERFORMANCE REQUIREMENTS SUMMARY**

A standard level of performance will be required of CONTRACTOR in the areas of temporary clerical services. Attachment C summarizes the required services, performance indicators, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment C, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

5.0 **QUALITY CONTROL**

The CONTRACTOR shall establish and provide a Quality Control Plan to assure the requirements of the contract are met. An updated copy must be provided to the COUNTY Contract Manager for review and approval within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval, and shall include, but not be limited to, the following:

- 5.1 An inspection system covering all the services listed on Attachment C, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections

will be accomplished, and the title of the individual(s) who will perform the inspections.

- 5.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 5.3 A file of all evaluations conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract, as set forth in, Attachment A, Section 24.0, "Record Retention and Inspection".
- 5.4 The methods for ensuring uninterrupted service to each Probation facility in the event of a strike of the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss and natural disasters) which would result in the CONTRACTOR being unable to perform the contracted work.
- 5.5 The methods for ensuring that confidentiality of records are maintained while in the care of the CONTRACTOR'S employees.
- 5.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

6.0 QUALITY ASSURANCE

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment C or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

6.1 Performance Evaluation Meetings

The CONTRACTOR'S Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY Contract Manager within five (5) business days of receipt of the signed minutes, any areas wherein that the CONTRACTOR does not concur.

- 6.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

- 6.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

- 7.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Attachment D) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.
- 7.3 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.
- 7.4 CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.
- 7.5 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S systems, or to any safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

8.0 RECOGNIZED HOLIDAYS

8.1 Service Hours

The CONTRACTOR shall provide services during the hours of operation of the

work location. Some locations are open seven (7) days per week, twenty-four (24) hours per day. A work shift is considered eight (8) hours per day.

8.2 Recognized Holidays

The CONTRACTOR may be required to provide services on COUNTY-recognized holidays. These holidays change from year to year. The COUNTY Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for the succeeding years.

8.3 Record of Hours of Service Provided

8.3.1 Each CONTRACTOR employee will record the time of arrival to and departure from the work location by signing in and out on an attendance log.

8.3.2 The CONTRACTOR and Contract Manager will reconcile the number of hours worked by CONTRACTOR personnel on a monthly basis.

9.0 RIGHT OF INSPECTION

9.1 Government Observations

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR'S performance.

10.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

11.0 DEFINITIONS

11.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Attachment C. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required

that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S services.

- 11.2 Adult Records - Personal and social history, DMV record, and arrest record including criminal information of an adult offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 11.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.
- 11.4 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and acts as the central point of contact with the Probation Department.
- 11.5 COUNTY Contract Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 11.6 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 11.7 Juvenile Records - Personal and social history, including criminal information of juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 11.8 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR. (Refer to Attachment C)
- 11.9 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 11.10 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, to specifically monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 11.11 Quality Control Program - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract

requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

- 11.12 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

12.0 COUNTY-FURNISHED PROPERTY AND SERVICES

The COUNTY shall provide no materials, equipment and/or services necessary to operate this Contract except as listed below.

12.1 General

The COUNTY shall provide all necessary forms, stationery, and office supplies required in the performance of services contained in this proposal.

- 12.2 The COUNTY will provide all office equipment necessary to perform the services described hereunder.

12.2.1 A complete inventory of all equipment, as well as its specific condition, will be taken by CONTRACTOR and the COUNTY at the start of the Contract. In the event CONTRACTOR'S employees damage the equipment or the facility by reason of abuse or carelessness as determined by COUNTY, CONTRACTOR will repair or replace as determined by COUNTY any and all damages to equipment and facility within fifteen (15) calendar days. In the event CONTRACTOR does not repair or replace equipment or damage to facility, the COUNTY will do so and will charge the CONTRACTOR for all expenses by deducting such payment from CONTRACTOR'S monthly invoice(s).

- 12.3 Work space for contract personnel is provided within assigned work location.

- 12.4 Parking for CONTRACTOR'S personnel will be provided when available. In the event COUNTY implements paid parking, CONTRACTOR will be responsible for paying the parking fee. COUNTY is not responsible for any damage to vehicles owned by CONTRACTOR or CONTRACTOR'S employees.

13.0 JURY SERVICE PROGRAM REQUIREMENTS

This contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective CONTRACTORS should carefully read the Jury

Service Program (See Attachment I), and the pertinent jury service provisions in Part A, Section 45.0, both of which are incorporated by reference into and made a part of this contract. The Jury Service Program applies to both CONTRACTORS and their Subcontractors.

- 13.1 The Jury Service Program requires CONTRACTORS and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 13.2 There are two ways in which a CONTRACTOR might not be subject to the Jury Service Program. The first is if the CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR". The Jury Service Program defines "CONTRACTOR" to mean a person, partnership, corporation or other entity which has a contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. The second is if the CONTRACTOR meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to CONTRACTORS that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount or this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to CONTRACTORS that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The CONTRACTOR is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 13.3 If a CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR" or if it meets any of the exceptions to the Jury Service Program, then the CONTRACTOR must so indicate in the *Certification Form and Application for Exception, Attachment U*, and include with its submission all necessary documentation to support the claim such as tax returns or a

collective bargaining agreement, if applicable. Upon reviewing the CONTRACTOR'S application, the COUNTY will determine, in its sole discretion, whether the CONTRACTOR falls within the definition of CONTRACTOR or meets any of the exceptions to the Jury Service Program. The COUNTY'S decision will be final.

14.0 CONTRACTOR-FURNISHED ITEMS

The CONTRACTOR shall furnish all necessary personnel required to perform all services described in PART A, PERFORMANCE WORK STATEMENT. The CONTRACTOR shall not employ any person 20 years of age or younger to fulfill the required services.

15.0 REGULATIONS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

16.0 CONTRACT FEE AND PAYMENT

CONTRACTOR agrees to provide the stated services at a fixed hourly rate as follows:

	Regular Hourly Rate	Overtime Hourly Rate
Skilled Typist	\$ 8.98	\$13.02
Transcriber Typists	\$10.50	\$14.14
Word Processor	\$12.00	\$17.31

CONTRACTOR shall invoice COUNTY monthly in arrears for work performed and for supplying the services specified herein and priced in accordance with above. CONTRACTOR shall prepare monthly invoices, which shall include the monthly charges owed to CONTRACTOR by COUNTY under the terms of this contract. Deductions for performance variance in favor of COUNTY shall be applied against the monthly charges and shall be calculated upon the formula set forth in Attachment C. Within thirty (30) days following the receipt of and upon processing the proper invoice, COUNTY shall pay to CONTRACTOR, the monthly charges less the deductions for performance variance, subject to the auditing requirements of the County Auditor-Controller. All invoices under this contract shall be submitted to the Probation Department (or his designee) of the work location.

17.0 CONTRACT SUM

- 17.1 The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum shall not exceed \$200,000 as long as the total number of hours does not exceed 22,270. If total annual number of hours does exceed 22,270, payment shall continue to be made at the agreed upon per hour rates. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein. (See Section 16.0 above)
- 17.2 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.
- 17.3 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

18.0 TERM

- 18.1 The term of this contract shall be for a twelve (12) month period to commence January 12, 2004, following the approval by the Los Angeles County Board of Supervisors unless sooner terminated or extended, in whole or in part, as provided in this contract.
- 18.2 The COUNTY shall have the option to extend the contract term for up to four (4) additional twelve (12) month periods for a total maximum total contract term of five (5) years. Each such option year shall be exercised individually the Chief Probation Officer.
- 18.3 The CONTRACTOR shall notify COUNTY when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.

19.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.

20.0 DISPUTES

Any disputes between the CONTRACTOR and COUNTY regarding the performance of services shall be mutually resolved by the COUNTY'S Contract Manager and CONTRACTOR'S Project Director. In the event no mutual agreement can be reached, the decision of the COUNTY Contract Manager shall prevail.

21.0 INSURANCE REQUIREMENTS

The CONTRACTOR shall be responsible for complying with insurance requirements described in Attachment A, 17.0, GENERAL INSURANCE REQUIREMENTS.

22.0 SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth as Attachment J of this solicitation document and is also available in the Internet at www.babysafelaw.org for printing purposes.

23.0 RECYCLED PAPER

CONTRACTOR shall be required to comply with the COUNTY'S policy on recycled paper as specified in Attachment A, Standard Terms and Conditions, Section 41.0.

24.0 LAWS AND LIMITATIONS

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations including California Penal Code Section 295, 295.1, 296, 296.1, 296.2, 300, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable

improvements, he/she shall so indicate. The COUNTY at its discretion, if deemed appropriate, shall seek such changes.

25.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County Service Contracts are attached hereto as Attachment A.

26.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract and then to the Attachments (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, and U) according to the order that they appear, CONTRACTOR'S proposal dated August 22, 2003, which is incorporated herein by reference as part of this contract.

This contract, the attachments hereto and CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of the contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of the
Board of Supervisors

By _____
Deputy

PDQ PERSONNEL SERVICES, INC.

By _____
Signature

Name Typed or Printed

Title

APPROVED AS TO FORM:

LLOYD W. PELLMAN
COUNTY COUNSEL

By _____
GORDON TRASK
PRINCIPAL DEPUTY
COUNTY COUNSEL

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

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ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION

The requirements are set forth in Part A (Performance Work Statement).

2.0 CONTRACTOR'S SERVICES

CONTRACTOR shall provide services Department wide in the manner and form described in this contract and all attachments hereto.

3.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes, which may be imposed in connection with or resulting from this contract or CONTRACTOR'S performance hereunder.

4.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

5.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

5.1 Performance of services under this Contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

- 5.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
- 5.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.
- 5.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 5.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 5.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 5.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of contractor, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

6.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 6.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:

- 6.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
 - 6.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 6.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.
- 6.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County".

7.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

- 7.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:
 - 7.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
 - 7.1.2 The filing of a voluntary petition to bankruptcy;
 - 7.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;
 - 7.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.
- 7.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

8.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

9.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

10.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 9.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support

Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Paragraph 6.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

11.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S Child Support Services Department will supply CONTRACTOR with the poster to be used.

12.0 DETERMINATION OF CONTRACTOR RESPONSIBILITY

12.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

12.2 CONTRACTORS are hereby notified that, in accordance with Chapter 2.202 of the County Code (Attachment G), the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractors and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.

12.3 The COUNTY may declare a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.

12.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department shall notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found

not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.

12.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

12.6 These terms shall also apply to proposed subcontractors of CONTRACTORS on COUNTY contracts.

13.0 CONTRACTOR DEBARMENT

13.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code (Attachment G), the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

13.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

13.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to

avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

13.4 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

13.5 These terms shall also apply to proposed subcontractors of CONTRACTOR on COUNTY contracts.

14.0 INDEPENDENT CONTRACTOR STATUS

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

15.0 SUBCONTRACTING

15.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.

15.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

15.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

16.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

17.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

17.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Los Angeles County Probation Department, 9150 East Imperial Highway, Room B62, Downey, California 90242, Attention: Martin Corral, prior to commencing services under this contract. Such certificates or other evidence shall:

17.1.1 Specifically identify this contract.

17.1.2 Clearly evidence all coverage required in this contract.

17.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.

17.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, it's Special Districts, its officials, officers and employees as insured for all activities arising from this contract.

17.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

17.2 Insurer Financial Ratings: Insurance is to be provided by an insurance

company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

- 17.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 17.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 17.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - 17.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.
 - 17.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
 - 17.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.
- 17.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 17.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:
- 17.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- 17.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

18.0 INSURANCE COVERAGE REQUIREMENTS

- 18.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 18.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 18.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease – Each Employee:	\$1 million

- 18.4 Crime Coverage: Insurance in an amount of not less than one hundred thousand dollars (\$100,000) covering against loss of money, securities, or other property related to hereunder which may result from employee dishonesty, forgery, alteration, theft, disappearance, and destruction, computer fraud, burglary and robbery.

19.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole

discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

20.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

21.0 COMPLIANCE WITH LAWS

21.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

21.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations and ordinances.

22.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

22.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

22.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.

22.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than ninety (90) days to any period of performance, or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

23.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

24.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

25.0 AUDIT

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CONTRACTOR regarding the services provided to COUNTY.

26.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

26.1 CONTRACTOR shall develop all publicity material in a professional manner.

26.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the Chief Probation Officer.

26.3 Upon conclusion of the project, COUNTY grants CONTRACTOR a non-exclusive license to publish findings in journal or other academic related publications. CONTRACTOR will provide COUNTY a copy for review thirty (30) days prior to publication.

27.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

28.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

29.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract, shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

30.0 NOTICES

30.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated in his Proposal, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
Probation Department
9150 E. Imperial Highway
Downey, CA 90242

Written notices shall be sent by mail to CONTRACTOR'S Project Director addressed as follows:

Frankie Fields, Senior Client Services Manager

PDQ Personnel Services, Inc.
5900 Wilshire Boulevard, Suite 400
Los Angeles, California 90036

30.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

30.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

31.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

32.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

33.0 NONDISCRIMINATION IN EMPLOYMENT

33.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 33.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay or other forms of compensation and selection of training, including apprenticeship.
- 33.3 CONTRACTOR shall deal with its subcontractors, proponents, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- 33.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 33.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.
- 33.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

34.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

35.0 COMPLETION OF CONTRACT

- 35.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the

current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.

- 35.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 35.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.
- 35.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

36.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract (Refer to Attachment O).

37.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to, billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Refer to Attachment D).

38.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Revised 2003/04 County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2003/04 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

39.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment F).

41.0 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

42.0 COMPLIANCE WITH JURY SERVICE PROGRAM

42.1 Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a

copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of the contract.

42.2 Written Employee Jury Service Policy

42.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

42.2.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of ninety (90) business days or less within a twelve (12) month period are not considered full-time for the purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

42.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no

longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 42.2.4 CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

43.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services (DCFS) will supply the CONTRACTOR with the poster to be used. CONTRACTOR should call (213) 351-5886 to request a poster.

44.0 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this agreement if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

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ATTACHMENT B JOB DESCRIPTION

This attachment lists a sample of job descriptions of items needed to fill this contract.

Skilled Typist Definition: Does skilled typing on a typewriter or computer and performs specialized clerical work.

Example of Duties:

Typewrites abstracts of documents requiring extreme accuracy or independent judgment in selecting information.

Processes documents according to a predetermined but specialized procedure for such purposes as recording and coding court papers.

Checks documents for completeness, accuracy and compliance with legal and other requirements.

Answers questions and gives information to the public.

Operates office machines such as calculators, computer terminals, Xerox and typewriters (electric).

Performs receptionist duties, answer telephones and takes messages.

Minimum Requirements:

Typing Rate: **Forty (40) net strokes per minute.**

Transcriber Typist Definition: Transcribes recorded dictation on a typewriter or computer from a transcribing machine.

Example of Duties:

Transcribes reports, records, letters and other material of any degree of difficulty, including technical terminology and unusual terms, for at least 50% of the time.

Operates office machines such as computer terminals, Xerox and typewriters (electric).

Rearranges order of recorded dictation, as necessary, to conform to established procedures, referring unusual problems to his/her superior.

Obtains addresses, titles, case material and other information needed for completion of dictated material and forms as directed by dictator or in accordance with prescribed procedures.

Punctuates and makes changes in dictated material for grammatical correctness.

Types tabular, columnar, statistical and other material from plain and corrected copy.

May perform clerical duties, such as maintaining files and records, not to exceed 50% of the time.

Minimum Requirements:

Typing Rate: **Forty (40) net strokes per minute.**

Word Processor

Definition: Operates electronic text-editing work processing equipment to produce typed copy.

Example of Duties:

Operates word processing equipment on a full-time basis, entering, editing, storing and retrieving data to produce typed copy of a variety of documents using established coding instructions and stored formats.

Produces rough and final typed copy of a variety of documents requiring individualized formats such as letters, forms, charts, and reports; makes entries from typed, written, or dictated material; uses appropriate coding instructions to control spacing and format, and to enter, edit, store, and retrieve data.

Reviews, edits, proofs, and revises copy for proper grammar, spelling, punctuation, and format, according to specified style and guidelines.

Punctuates and makes changes for grammatical correctness.

Maintains files and logs of all stored material for easy reference and retrieval.

Minimum Requirements:

Typing Rate: **Forty (40) net strokes per minute.**

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ATTACHMENT C

PERFORMANCE REQUIREMENTS SUMMARY

This attachment exhibit lists the required services, which will be monitored by the Probation Department during the term of this contract; the required standard of service; the method of COUNTY surveillance; the maximum deviation from the standard which can occur before damages can be assessed; and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an ongoing basis, CONTRACTOR'S performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used are:

User complaints

Random inspections

Random samplings

Criteria for Determination of Payment

CONTRACTOR shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR, upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Work Statement.

If performance of a service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by Probation personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of the contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Contract Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the contract, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR. The receipt of one or more UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

For services monitored by 100% inspection, or user complaints, the figure in column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances, which exceed the AQL in Column 4. The resulting dollar amount is the amount of the deduction for performance variance, which shall be applied against the monthly payment.

Judgmental sampling will also be used in cases of monitoring services to make sure the CONTRACTOR is in compliance with the Performance Work Statement. Example: If an employee's work product has an above average number of errors over a period of time, samples of the employee's work will be monitored for accuracy and acceptability. If the work product is unacceptable and the number of occasions exceeds the maximum allowed, the performance of that employee may be deemed to be unacceptable. The deduction for unacceptable work shall be calculated as shown on the PRS Chart.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed. Because the sample represents the entire lot (the total number of correct files for the day, week or month sampled), the correction of defects found by Probation shall not improve the overall rating of that service.

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR EXCEEDING THE AQL
Clerical personnel available to provide/perform temporary services. Part B, 1.1	Written records for ensuring compliance by Contractor	Staff available to provide clerical services during the hours of operation of the work location. Some locations are open 7 days per week, 24 hours per day.	5%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings ▪ Information from Contractor Reports ▪ User complaint 	Up to \$50 per occurrence
Contractor shall provide staff with required skills. Part B, 2.1 - 2.2,	Written records for ensuring compliance by Contractor	40 net strokes per minute and/or operate voice reproducing machines to transcribe court reports and other materials dictated on tape, and/or operate electronic text-editing word processing equipment to produce typed copy. Work performed accurately and efficiently.	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings ▪ Information from Contractor Reports 	Up to \$50 per desk per occurrence
Contractor shall provide personnel within the required timeframe. Part B, 2.3	Written records for ensuring compliance by Contractor	Record of investigation of Contractor to ensure compliance	4%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings ▪ Information from Contractor Reports 	Up to \$50 per occurrence
Security Part B, 3.4	Staff conduct and attitude	All security requirements adhered to	0%	<ul style="list-style-type: none"> ▪ Random inspections ▪ User complaint 	Up to \$20 per occurrence
Unacceptable employees replaced promptly	Personal Record Work Performance	Replace within 24 hours	0%	<ul style="list-style-type: none"> ▪ User complaints ▪ Random inspections 	Up to \$50 per employee per occurrence
Appropriate authorization will be secured prior to awarding overtime. Part B, 2.4	County/Contractor Records	Adhere to County Requirements	4%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$50 per occurrence
Self Monitoring Report Part B, 2.7	Completed monthly Reports	Adhere to County Requirements	4%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$50 per occurrence
Employee Benefits Part B, 3.6.1	County/Contractor Records	Adhere to County Requirements	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$100 per employee per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Part B, 3.7.1	County/Contractor Records	Adhere to County Requirements	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$100 per employee per occurrence
Fingerprint Contractor's current employees and prospective employees prior to employment. Part B, 3.7.6	County/Contractor Records	Adhere to County Requirements	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$100 per employee per occurrence
Contractor shall reimburse County for record check. Part B, 3.7.7	County/Contractor Records	Adhere to County Requirements	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$100 per employee per occurrence
Quality Control Plan Part B, 5.0; Part C, 5.5	Quality control Plan and Records of its implementation	Adhere to County Requirements	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. Part E, 1.0-47.0	County/Contractor Records	Adhere to County Requirements	0%	<ul style="list-style-type: none"> ▪ Random Inspections ▪ Random Samplings 	Up to \$50 per occurrence

ATTACHMENT D

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of the _____, during the legitimate course of your duties, you will have access to CORI documents. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect these documents and the information contained therein against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized. Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Signature

Name (Print)

Classification

Date _____

ATTACHMENT E

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copy must be forwarded by CONTRACTOR to County Workers' Compensation Division within five business days.

ATTACHMENT F (IRS)

ATTACHMENT G

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.010 Findings and Declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of Contractor Non-Responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In

the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

- A. The County may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the County.
- B. The County may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any

other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the County to debar a contractor is within the discretion of the county. The seriousness and extent of the Contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the board of supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the County may, in its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the county, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

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ATTACHMENT H

**LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY**

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

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ATTACHMENT I

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings: The COUNTY of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the COUNTY of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the COUNTY of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service.

The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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ATTACHMENT J

Baby Safe Law

ATTACHMENT K

Chapter 2.204

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

2.204.010. Findings.

The Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate the fullest possible participation by all citizens in the affairs of the COUNTY in every way possible. It is also essential that opportunities be provided for full participation in our free enterprise system by small business enterprises. Further, it is the policy of the Board that the COUNTY should aid and assist, to the maximum extent possible, the interests of local small business concerns in order to preserve free competitive enterprise and to ensure that a fair proportion of the total purchases and contracts or subcontracts for purchase of goods or services for the COUNTY be placed with such enterprises. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.020. Purpose

The County of Los Angeles Local Small Business Enterprise Preference Program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for local small businesses within the County of Los Angeles. The program priorities were developed to promote and foster inclusiveness and economic development; as well as ongoing evaluation to assure all businesses, including local small businesses are provided equal opportunities in COUNTY purchasing and contracting activities. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.030. Definitions.

For the purpose of this Chapter, the following words and phrases are defined and shall be construed as having the following meaning:

- A. “COUNTY” shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- B. “Department” shall mean the COUNTY department, entity, organization responsible for the solicitation.
- C. “Local Small Business Enterprise” shall mean:
 - 1. A business having its principal office located in Los Angeles County for at Least one year; and
 - 2. A business certified as a small business by the State of California.
- D. “Solicitation” shall mean the COUNTY’S process to obtain bids or proposals for goods and services. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.040. Administration.

The Chief Administrative Officer (CAO) with the assistance of County Counsel (COCO), Internal Services Department (ISD), and the Office of Administrative Action Compliance (OAAC), shall issue interpretations of the provisions of this Chapter. Such instructions may provide for the delegation of functions to other departments. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.050. Certification as a local small business enterprise.

OAAC shall be responsible for verifying that a local small business is already certified as a small business by the State of California and that the business has its principal office located in Los Angeles County. OAAC shall certify Local Small Business Enterprise and maintain records of the certified business and their participation in COUNTY purchasing and contracting. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.060 Responsibilities and Standards.

In order to facilitate the participation of local small enterprises in COUNTY purchases of goods and services, COUNTY departments shall provide for Local Small Business Enterprise preferences in their purchase of goods and services and where responsibility and quality are equal.

In solicitations where an award is to be made to the lowest responsible bidder meeting specifications, the preference to the Local Small Business Enterprise shall be five percent (5%) of the lowest responsible bidder meeting specifications, determined according to the instructions issued by the CAO.

In solicitations where an award is to be made to the highest scored proposer based on evaluation factors in addition to price, the preference to the Local Small Business Enterprise shall be five percent (5%) of the cost/price component of the evaluation method, determined according to the instructions issued by the CAO.

The Local Small Business Enterprise preference under paragraph B and C shall not exceed fifty thousand dollars (\$50,000) for any one solicitation and award determination.

In order for a Local Small Business Enterprise to be eligible to claim the preference, the business must request the preference in the solicitation response. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.070. Exclusions.

The Local Small Business Enterprise Preference shall not be given for the following COUNTY purchases:

- A. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar or related group purchasing organization.
- B. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.40 or a successor provision.

- C. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy Manual, section P-2810 or a successor provision.
- D. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy Manual, section A-03000 or successor provision.
- E. Any contract, funded in whole or in part by the federal government, to the extent of any conflict between the requirements imposed by the federal government relating to participation in a contract by a minority or women business enterprise as a condition of the receipt of the federal funds. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.080. Violations and Sanctions.

- A. The information furnished by each solicitation respondent requesting a Local Small Business Enterprise Preference shall be under penalty of perjury.
- B. No person or business shall knowingly and with intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise for the purpose of this Chapter.
- C. No person or business shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. A business which has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract involved; and
 - 3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and OAAC of this information prior to responding to a solicitation or accepting a contract award. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.090. Appeals for reconsideration of local small business enterprise certification.

OAAC will investigate any complaint of eligibility received by the COUNTY concerning the Local Small Business Enterprise Preference Program. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.100. Applicability.

This Chapter shall apply to all solicitations issued ninety (90) days after the effective date of the ordinance. (Ord. 2002-0057 § 1 (part), 2002.)

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ATTACHMENTS

L THROUGH X

ATTACHMENT II

Bid Detail Information

Bid Number : 6400306
Bid Title : RFP to Provide Temporary Clerical Services
Bid Type : Service
Department : Probation
Commodity : ADMINISTRATIVE SERVICES, ALL KINDS
Open Date : 7/18/2003
Closing Date : 8/22/2003 12:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : Dear Prospective CONTRACTOR:

REQUEST FOR PROPOSALS (RFP) TO PROVIDE TEMPORARY CLERICAL SERVICES FOR THE
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
RFP #6400306

The Probation Department is issuing a Request for Proposals (RFP) from qualified CONTRACTORS to provide temporary clerical services for the County of Los Angeles Probation Department at any of its work facilities.

The required services will include providing the most efficient and economical temporary clerical services by providing qualified Skilled Typists, Transcriber Typists, and Word Processors who will be available for short-term, interim, assignments (up to a maximum of ninety [90] calendar days). More specifically, these services include, but are not limited to, typing, filing, operating a computer, meeting and handling the public, and answering telephones.

The County of Los Angeles (hereinafter referred to as "COUNTY") proposes to compensate CONTRACTOR monthly, in arrears, on a fixed hourly rate basis. The contract will be awarded through competitive negotiations and recommended to the Los Angeles County Board of Supervisors pursuant to California Government Code Section 31000. The CONTRACTOR'S conformance with the RFP minimum requirements, plan for providing services, financial considerations, quality control plan, experience and capability, and references will be considered in the award of the contract.

Interested and qualified CONTRACTORS who have demonstrated their ability to successfully provide services of this type are invited to submit proposals, provided they meet the minimum requirements in Attachment A.

For a copy of the RFP which establishes guidelines, criteria and procedures for proper application, contact:

Martin Corral, Contract Analyst
Contracts & Grants Management Division
Los Angeles County Probation Department
9150 E. Imperial Highway, Room B-62
Downey, CA 90242
(562) 940-2675

There will be a Mandatory Bidder's Conference where COUNTY representatives will be available to answer any questions about the RFP process and objectives. The Mandatory Bidder's Conference will be held on Tuesday, July 29, 2003, 9:00 a.m., at the Lynwood Regional Justice Center, 11701 Alameda Street, Lynwood, CA 90260. Those planning to attend must notify Mr. Corral by 4:00 p.m., PDST, Monday, July 28, 2003.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PDST ON FRIDAY, AUGUST 22, 2003.

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified and interested firms.

ATTACHMENT A

MINIMUM REQUIREMENTS

1. Attend the Mandatory Bidder's Conference Scheduled for July 29, 2003.
2. Submit a proposal by 12 p.m., PDST, August 22, 2003.
3. Demonstrate a minimum of three (3) years experience within the last five (5) years in the area of providing clerical services including skilled typists, transcriber typists, and word processors on shortterm, interim assignments to large organizations.

4. Identify a Project Director who will oversee the contract operations, with a minimum of three (3) years experience within the last five (5) years providing the above services.
5. Have qualified staff experienced in providing the above services who can type forty (40) net strokes per minute.
6. Have an administrative business office located within or adjacent to the County of Los Angeles.
7. Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work (GROW) participants or which attests to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN or GROW participants access to the CONTRACTORS employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.
8. CONTRACTOR must submit separately to the Los Angeles County Child Support Services Department a completed Principal Owner Information Form at the time of submitting proposal to the Probation Department. Additionally, CONTRACTOR must submit along with his/her proposal, a certification in accordance with the provisions of Section 2.200.060 of the County Code, that (1) the POI Form has been appropriately completed and provided to the Child Support Services Department with respect to the CONTRACTOR'S Principal Owners; (2) the CONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the CONTRACTOR has fully complied with all lawfully served Wage and Earnings withholding Orders and Child Support Services Department Notices of Wage and Earnings Assignment and will continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (CSCP Certification). Failure by CONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the Child Support Services Department) to the Probation Department along with a proposal and a copy to the Child Support Services Department shall be grounds for a finding that a proposal is non-responsive (County Code Section 2.200.070).
9. CONTRACTOR'S proposal shall indicate that it will comply with the COUNTY'S Jury Service Program which requires CONTRACTOR'S and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.
10. The proposal is properly organized regarding content and sequence, as required in Part D of the RFP.
11. The proposal contains all the required forms.

Contact Name : Martin Corral

Contact Phone# : (562) 940-2675

Contact Email : martin_corral@probation.co.la.ca.us

Last Changed On : 7/18/2003 2:47:19 PM

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